

RECEIVED

MAY 22 2019

SETTLEMENT, RELEASE, INDEMNITY AND COVENANT NOT TO SUE LEGAL DEPARTMENT

The undersigned plaintiffs, in consideration of **\$75,000 (Seventy-Five Thousand Dollars and 00 cents)(the "Settlement Amount")**, receipt of which is hereby acknowledged, does hereby declare the full and complete settlement of any and all claims, demands, actions or causes of action of any kind or nature whatsoever that the undersigned now has or may have in the future against the City of Des Moines, Iowa, its elected officials, employees, former employees (including the individuals named as defendants) in *Montray Little and Jared Clinton v. City of Des Moines et al*, Case No.4:18-cv-00338 filed in the United States Court for the Southern District of Iowa and any boards, commissions, subdivisions, agents, volunteers, successors and assigns, (hereafter collectively referred to as the "*City of Des Moines*") growing out of or in any way related to an Incident which is briefly described as follows:

**The traffic stop engaged in by Officers Kyle Thies and Natalie Heinemann of the City of Des Moines police department on July 15, 2018 (the "Incident") and any resultant damages, including personal injury.**

By accepting the Settlement Amount, the undersigned fully and completely release the City of Des Moines from any and all liability as to any and all injuries and damages of any nature whatsoever, bodily or property, which have occurred to the undersigned as a result of the above mentioned Incident, whether fully developed at this time or not, whether known or unknown, whether contingent or liquidated. It is understood and agreed to by the undersigned that the consideration stated above covers the contingency of greater or lesser damage to the undersigned, whether that damage be fully developed or otherwise.

It is covenanted by the undersigned that the undersigned will not, in relation to the Incident described above, institute or cause to be instituted any further civil or administrative suit, case or proceeding of any kind in any tribunal, in law or equity, against the City of Des Moines or any parties named in the suit described immediately below

The undersigned further covenant that if the undersigned already have commenced any suit, case or proceeding in any tribunal, against the City of Des Moines relating to the Incident described above, the undersigned shall upon execution of this document dismiss the same, with prejudice, and pay all costs incurred by the undersigned, including but not limited to *Montray Little and Jared Clinton v. City of Des Moines et al*, Case No.4:18-cv-00338 filed in the United States District Court for the Southern District of Iowa.

The undersigned declare that in accepting the payment described above and in executing this settlement, release and covenant not to sue, the undersigned rely upon personal knowledge, belief and judgement, or the knowledge, belief and judgement of their agents, and are not in any way relying upon any representation made by any party released, or by others upon their behalf, except as may be contained in this document.

The undersigned understand that they may have an obligation to report receipt of the Settlement Amount to certain government agencies if the undersigned are the recipient to any subsidy, voucher, or benefit for food, housing, utilities or otherwise. The undersigned agree to hold

the City of Des Moines harmless from the consequences of any failure to so report on the part of the undersigned parties.

A. The undersigned agree to indemnify, save, hold harmless and defend the City of Des Moines from and against any and all liability, judgments, suits, claims, demands, actions, proceedings, damages, fines, expenses, losses, injuries to persons and property, awards, costs (including reasonable attorneys fees), and interest arising out of, resulting from or related or incident to, either directly or indirectly in the above-described Incident. The undersigned agree to satisfy any liens or subrogation claims made by any other persons related to or arising out of the

B. It is the intent of the parties that this payment includes the undersigned's claims for personal injury. The undersigned, further acknowledge that the City of Des Moines has made no representations to them regarding the tax consequences of receiving the money paid pursuant to the Settlement Amount. The undersigned shall hold the City of Des Moines harmless from any liability for taxes which may be assessed against them with respect to the settlement amount.

C. The Settlement Amount will be allocated in payments totaling \$75,000.00:

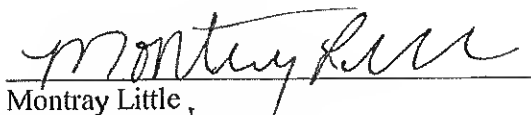
- i. Payment to Montray Little, Jared Clinton and their Legal Counsel as personal injury damages and costs as allowed by law as follows:
  - a. Payment to Montray Little as personal injury damages in the amount of \$25,000.00.
  - b. Payment to Jared Clinton as personal injury damages in the amount of \$25,000.00.
  - b. Payment to the Parrish Law Firm of \$25,000.00.

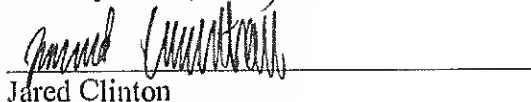
The undersigned, in accepting the Settlement Amount and in relation to the Incident described above, understand and covenant the following:

- A. The undersigned are each at least 18 years of age.
- B. The undersigned are each under no legal disability which would prevent the undersigned from entering into this settlement, release, indemnity and covenant not to sue.
- C. The undersigned are each legally authorized to accept the settlement amount and release all claims arising out of the Incident.
- D. The undersigned are not under the influence of any substance, including prescription medication, which could or might render the obligations of the undersigned under this document invalid.

- E. To the extent that the undersigned are executing this document upon behalf of a corporation, partnership, association or other entity, the undersigned are doing so with the full and complete knowledge and authority of such corporation, partnership, association or entity.
- F. This settlement, release, indemnity and covenant not to sue shall be and is binding upon the heirs, successors and assigns each of the undersigned.
- G. To the extent the undersigned have any claim against the City of Des Moines growing out of the Incident described above, the undersigned are the owners of that claim and have not assigned or encumbered it in any manner.
- H. If, in relation to the Incident described above, the City of Des Moines was acting for or on behalf of any other governmental entity, then all of the covenants, agreements and promises of the undersigned contained herein shall inure to the benefit of that governmental entity as well.
- I. This document may be a public record pursuant to the laws of the State of Iowa;
- J. The undersigned shall pay and be responsible for all expenses incurred by or on behalf of the undersigned in relation to the above described Incident, including but not limited to medical expenses and attorney fees;
- K. This settlement, release and covenant not to sue is a compromise of disputed claims, and any payment made by the City of Des Moines is not, and shall not be construed as an admission of liability on the part of the City of Des Moines.
- L. The undersigned have carefully read this document, reviewed it with counsel, and knows and understands its contents, and signs below as an act of free will after consultation with counsel of the undersigned's choosing.
- M. If any portion of this agreement is void or otherwise unenforceable, the remaining portions shall continue in full force and effect.

This settlement has been approved by the Des Moines City Council pursuant to the May 20, 2019 Agenda, Item 28

  
Montray Little,

  
Jared Clinton

5/22/19

Date

*Giner*

Witness

5/22/19

Date